

1 BILL NO. S-86-05-42

2 SPECIAL ORDINANCE NO. S- 102-86

3 AN ORDINANCE approving West Jefferson
4 Blvd. Water Main Extension - Contract
5 86-XP-2, by and between the City of
6 Fort Wayne, Indiana and All Star Con-
struction & Excavating, Inc., in con-
nection with the Board of Public Works
and Safety.


7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
8 THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That West Jefferon Blvd. Water Main Extension -
10 Contract 86-XP-2, by and between the City of Fort Wayne and All
11 Star Construction & Excavating, Inc., in connection with the Board
12 of Public Works and Safety, for:

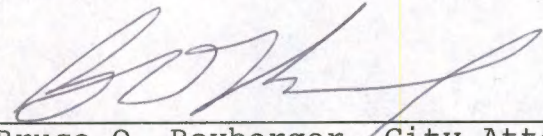
13 the furnishing of all materials, labor,
14 equipment, tools, power, transportation,
15 miscellaneous equipment, necessary to
16 install 1,010+ L.F. of 12" water main
on West Jefferson Blvd., from Getz Road
westward;

17 involving a total cost of Thirty-One Thousand Two Hundred Ninety-
18 Three and 40/100 Dollars (\$31,293.40), all as more particularly
19 set forth in said Contract, which is on file with the Office of
20 the Board of Public Works and Safety, and is by reference incor-
21 porated herein, made a part hereof, and is hereby in all things
22 ratified, confirmed and approved. Two (2) copies of said Contract
23 are on file with the Office of the City Clerk and are available
24 for public inspection, according to law.

25 SECTION 2. That this Ordinance shall be in full force
26 and effect from and after its passage and any and all necessary
27 approval by the Mayor.

28 
29 Councilmember

30
31 APPROVED AS TO FORM
AND LEGALITY

32 
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Burns
seconded by Stier, and duly adopted, read the second time
by title and referred to the Committee City of Utilities (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on _____, the _____ day of _____,
19____, at _____ o'clock _____ M., E.

DATE: 5-27-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns
seconded by Stier, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u> </u>	<u> </u>	<u>1</u>	<u> </u>
<u>BRADBURY</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GIAQUINTA</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>HENRY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>REDD</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 6-10-86

Nadegda Esteroff
SANDRA E. KENNEDY, CITY CLERK
Deputy Clerk

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~)
(SPECIAL) (~~ZONING MAP~~) ORDINANCE (RESOLUTION) NO. 102-86
on the 10th day of June, 1986,

ATTEST:

(SEAL)

Nadegda Esteroff
SANDRA E. KENNEDY, CITY CLERK
Deputy Clerk

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 11th day of June, 1986,
at the hour of 11:00 o'clock A. M., E.S.T.

Nadegda Esteroff
SANDRA E. KENNEDY, CITY CLERK
Deputy Clerk

Approved and signed by me this 12th day of June,
1986, at the hour of 3:00 o'clock PM M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS AND SAFETY
Invitation For Bids/Award Of Contract*
(NON-FEDERALLY ASSISTED Construction)

Page 1 of _____

PROJECT: WEST JEFFERSON BLVD. WATER MAIN EXTENSION CONTRACT # : 86-XP-2

CONTENTS

Check if Contained	Pages	
x	1	COVER SHEET
x	11 - 19	INSTRUCTION TO BIDDERS
x	S1	SCHEDULE
x	S2-3	SCHEDULE OF ITEMS
x	GP1 - GP7	GENERAL PROVISIONS
		SPECIAL CONDITIONS
x		PLANS AND SPECIFICATIONS
x		DRAWINGS
x	S4	NOTES 1 AND 2
x	SS1-SS2	SUPPLEMENTARY SPECIFICATIONS
x	SB1-SB4	SOILS BORINGS

ATTACHMENTS

x		NON-COLLUSION AFFIDAVIT
x		BIDDER'S BOND
x		PERFORMANCE BOND
		STATE BOARD OF ACCOUNTS FORM 96A
x		CERTIFICATE IN LIEU OF FINANCIAL STATEMENT 96A
x		PREVAILING WAGE SCALE - STATE OF INDIANA
x		PAYMENT BOND
x		WARRANTY BOND

DISCOUNT FOR PROMPT PAYMENT (SEE GENERAL PROVISIONS CLAUSE)	10 CALENDAR DAYS _____ %	20 CALENDAR DAYS _____ %	30 CALENDAR DAYS _____ %	OTHER _____ %
ACKNOWLEDGEMENT OF AMENDMENTS	AMENDMENT NO. /	DATE	AMENDMENT NO.	DATE
		4/30/86		

BID SUBMITTED

ALL STAR CONSTRUCTION & EXCAVATING, INC.

5722 Langford Lane

Fort Wayne, Indiana 46804

By: Edward W. Foss

Attest: President

Offer

Date: 5/14/86

Bidder agrees to keep bid open for acceptance for _____ (90 days unless otherwise specified)

COMPLIANCE: C. Bailey

O.C. 2/85

B.O.W. NON-FED.

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE
 BOARD OF PUBLIC WORKS AND SAFETY

David J. Keel

John R. Smith

Laurence D. Connors

CITY OF FORT WAYNE
 MAYOR

James H. Keel

AWARD DATE: 5-21-86

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeree is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____%. (cross out inapplicable provision)

- C. The undersigned commits 1% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Buzzard Bro. Trucking	FT.	Trucking
2. State Wide Trucking	FT.	Trucking
3. C.E.L. Company	FT.	Leasing

- D. The undersigned commits 2% of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Ardmore Asphlt	FT. Wayne	Asphalt
2. West Coast Landscaping	FT. Wayne	Landscaping
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: There is little subcontract work on this job, the materials make up most of the dollar amount on the job.
2. We have taken the following steps in an attempt to comply with these participation goals: Filled all subcontracts with M.B.E. or W.B.E. Companies.

(attach additional sheets as necessary)

ALL STAR CONSTRUCTION & EXCAVATING, INC.

Contractor 5722 Langford Lane

Fort Wayne, Indiana 46804

By Edward J. [Signature]

Its President

Contractor _____

By _____

Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons:

2. My Company has taken the following steps in an attempt to comply with the 17 1/2 hourly utilization figure:

(attach additional sheets if necessary)

ALL STAR CONSTRUCTION & EXCAVATING, INC.

5722 Langford Lane

Fort Wayne, Indiana 46804

Contractor

By

Edward F. Foss

Its

President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ____ day of _____, 19____, commencing at ____ o'clock ____ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

SCHEDULE
Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

WEST JEFFERSON WATER MAIN EXTENSION
WATER CONTRACT NO. 86-XP-2

All work will be performed in accordance with: ^{WATER CONTRACT} ~~86-XP-2~~ #86-XP-2, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$ 3129340. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 120 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☐ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ _____ per day for each and every day after _____ days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$ _____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

WEST JEFFERSON BOULEVARD WATER MAIN EXTENSION
CITY OF FORT WAYNE, INDIANA

IMPROVEMENT TO FORT WAYNE WATER UTILITY
SCHEDULE OF UNIT PRICES

ITEM	QUANTITY	DESCRIPTION	UNIT PRICES	EXTENSION
1.	1,010± L.F.	12" D.I. CL. 50 WATER MAIN	25.25	25,502.50
2.	1 EA.	12" x 12" x 6" M.J. TEE (RESTRAINED)	321.00	321.00
3.	6 EA.	12" x 45° ELLS (RESTRAINED)	280.65	1683.90
4.	1 EA.	6" x 12" M.J. REDUCER (RESTRAINED)	180.00	180.00
5.	2 EA.	12" GATE VALVE W/BOX	843.00	1686.00
6.	1 EA.	6" GATE VALVE W/BOX	313.00	313.00
7.	1 EA.	TYPE V FIRE HYDRANT ASSEMBLY (RESTRAINED)	878.00	878.00
8.	1 EA.	6" M. J. PLUG	1.00	1.00
9.	24± S.Y.	REVTMENT RIP RAP	14.00	336.00
10.	28± L.F.	ASPHALT DRIVE REPLACEMENT	14.00	392.00
TOTAL BID				31,293.40

11. DEDUCT \$ - 0 - /L.F. WHERE TYPE "B"
BACKFILL NOT USED

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any defect in any bid.

IN WITNESS WHEREOF, the bidder (a firm) by its owner(s) named below, hereunto set hand(s) and seal this _____ day of _____, 19____.

FIRM NAME _____

BY: _____

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this _____ day of May, 19 1986.

ALL STAR CONSTRUCTION & EXCAVATING, INC.
5722 Langford Lane
Fort Wayne, Indiana 46804

NAME OF CORPORATION _____

BY: Edward F. Foss
PRESIDENT

ATTEST:

Edward W. Foss

NOTE 1:

Use this form, if Cashier's or Certified Check accompanies bid:

Enclosed, herewith, find Cashier's or Certified Check for \$ _____

being % of the maximum bid herein, made payable to:

THE CITY OF FORT WAYNE, INDIANA

the proceeds, of which, are to remain the absolute property of said City, if

BIDDER

shall not within _____ days after Notice of Acceptance of the within bid, enter into a written contract, and secure said contract by a bond, for the full amount of the contract to the approval of the proper officials of said City.

NOTE 2:

Use this form, if Bidder's Bond accompanies bids.

Enclosed herewith, find a Bidder's Bond in an amount equal to ten (10%) per cent of maximum bid herein, subject to the approval of the Board of Public Works and Safety, conditioned as follows:

That if the Board of Public Works and Safety shall award

ALL STAR CONSTRUCTION & EXCAVATING, INC.

5722 Langford Lane

Fort Wayne, Indiana 46804

the contract for said work, and if

ALL STAR CONSTRUCTION & EXCAVATING, INC.

5722 Langford Lane

Fort Wayne, Indiana 46804

shall enter into a contract and furnish a 100% Performance Bond as required within ten (10) days from the date, he/she/it is notified of the acceptance of his/her/its bid, then the obligation of said bond shall be null and void, otherwise, to remain in full force and effect.



BID BOND

Approved by The American Institute of Architects,
A.I.A. Document No. A-310 (Feb. 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS,

That we ALL STAR CONSTRUCTION & EXCAVATING, INC.

as Principal, hereinafter called the Principal,
and THE CONTINENTAL INSURANCE COMPANY

of New York
a corporation duly organized under the laws of the State of New York, as Surety, hereinafter called the Surety, are held
and firmly bound unto City of Fort Wayne, Board of Public Works and Safety, One Main St.
9th Floor, Fort Wayne, Indiana 46802

in the sum of Five Per Cent (5%) of Maximum Bid Dollars
(\$), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind our
selves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Resolution 86XP2; West Jefferson Blvd.
Water Main Extension

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of May A. D. 19 86

ALL STAR CONSTRUCTION & EXCAVATING, INC. (Seal)

BY Edward F. For (Principal)
President (Title)

(Witness)

YASTE, ZENT & RYE AGENCY, INC.

THE CONTINENTAL INSURANCE COMPANY (Seal)

Carol J. Dunbar
(Witness)

127 W. Berry
Fort Wayne, Indiana 46802

Ronald R. Bottom (Surety)
Attorney-in-Fact (Title)

The Continental Insurance Company

180 Maiden Lane, New York, New York 10038

GENERAL POWER OF ATTORNEY

Know all men by these Presents, That THE CONTINENTAL INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint

Donald T. Belbutowski of Fort Wayne, Indiana

its true and lawful attorney, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

All Obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

Five Million (\$5,000,000) Dollars.

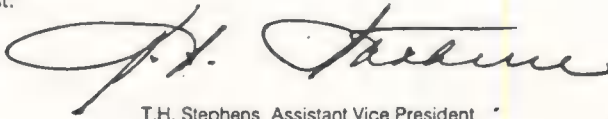
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 1st day of November, 1977:

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, THE CONTINENTAL INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 4th day of June, 1984.

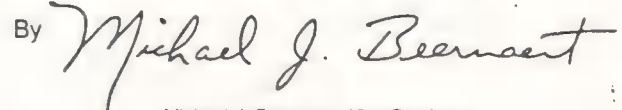
Attest:



T.H. Stephens, Assistant Vice President

THE CONTINENTAL INSURANCE COMPANY

By



Michael J. Beernaert, Vice-President

STATE OF NEW JERSEY }

COUNTY OF MIDDLESEX }

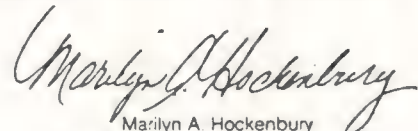
ss.:



On this 4th day of June, 1984, before me personally came Michael J. Beernaert, to me known, who being by me duly sworn, did depose and say that he is a Vice President of THE CONTINENTAL INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE



Marilyn A. Hockenbury
A Notary Public of New Jersey
My Commission Expires June 23, 1988

I, the undersigned, an Assistant Vice President of THE CONTINENTAL INSURANCE COMPANY, a New Hampshire corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at Piscataway, in the State of New Jersey. Dated the 14th day of May, 19 86.





James M. Keane, Assistant Vice President

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Edward F. Foss, the President
Name
_____, of ALL STAR CONSTRUCTION & EXCAVATING, INC.
Position 5722 Langford Lane
Fort Wayne, Indiana 46804

HEREBY CERTIFY:

1. That the Financial Statement of said Company, dated the 21 day of November, 19 85, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said Company, as of the date hereof;
2. That I am familiar with the books of said Company, showing its financial condition and am authorized to make this Certificate on its behalf.

DATED:

5/14/86

Edward F. Foss
Signature

President
Title

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for said County and State, this 14 day of May, 19 86.

Sharon M. Rogers
NOTARY PUBLIC
A Resident of Allen County, IN

My Commission Expires:

9-3-88

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and

ALL STAR CONSTRUCTION & EXCAVATING, INC.

5722 Langford Lane

Fort Wayne, Indiana 46804

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person, whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Edward F. For

Subscribed and sworn to before me by

Edward F. For

this 14 day of May, 19 86.

My Commission Expires:

9-3-88

Sharon M. Rogers

NOTARY PUBLIC

Resident of Allen County, IN

Subscribed and sworn to before me by

this _____ day of _____, 19 _____.

My Commission Expires:

NOTARY PUBLIC

Resident of _____ County, IN

Subscribed and sworn to before me by

this _____ day of _____, 19 _____.

My Commission expires:

NOTARY PUBLIC

Resident of _____ County, IN

CERTIFICATION OF BIDDER/VENDOR

ALL STAR CONSTRUCTION & EXCAVATING, INC.
5722 Langford Lane
Fort Wayne, Indiana 46804

The undersigned, on behalf of _____,
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of ALL STAR CONSTRUCTION & EXCAVATING, INC.
_____, that ALL STAR CONSTRUCTION & EXCAVATING, INC.
5722 Langford Lane
Fort Wayne, Indiana 46804
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 14 day of May, 1986.

ALL STAR CONSTRUCTION & EXCAVATING, INC.
5722 Langford Lane
Fort Wayne, Indiana 46804

(Name of Bidder/Vendor)

Edward F. Foss President
(Name and Title of Person Signing)



Bond No.

PERFORMANCE BOND

Approved by The American Institute of Architects
A.I.A. Document No. A-311 (Feb. 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS:

That ALL STAR CONSTRUCTION & EXCAVATING, INC.
(Here insert full name and address or legal title of the Contractor)

as Principal, hereinafter called Contractor, and THE CONTINENTAL INSURANCE COMPANY
(Here insert full name and address or legal title of Surety) as Surety,

hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Board of Public Works
(Here insert full name and address or legal title of Owner)

and Safety, One Main St. 9th Floor, Fort Wayne, Indiana 46802

as Oblige, hereinafter called Owner, in the amount of

Thirty One Thousand, Two Hundred Ninety Three and 40/100-----Dollars (\$ 31,293.40),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated May 21, 1986
entered into a contract with Owner for Resolution 86XP2, West Jefferson Blvd. Water Main Extension

in accordance with drawings and specifications prepared by _____

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 21st day of May A.D. 19 86

ALL STAR CONSTRUCTION & EXCAVATING, INC. (Seal)
(Principal)

BY: _____
(Title)

(Witness)

YASTE, ZENT & RYE AGENCY, INC. THE CONTINENTAL INSURANCE COMPANY (Seal)
(Surety)

Carol J. Lumb
(Witness)

Ronald R. Kahan
Attorney-in-Fact (Title)

LABOR AND MATERIAL PAYMENT BOND
 Approved by The American Institute of Architects
 A.I.A. Document No. A-311 (Feb. 1970 Edition)

Note: This bond is issued simultaneously with another bond in favor of the owner conditioned for the full and faithful performance of the contract
KNOW ALL MEN BY THESE PRESENTS:

That ALL STAR CONSTRUCTION & EXCAVATING, INC.

(Here insert full name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and THE CONTINENTAL INSURANCE COMPANY as Surety,
 (Here insert full name and address or legal title of Surety)

hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Board of Public Works and Safe
 (Here insert full name and address or legal title of Owner)

9th Floor, One Main St., Fort Wayne, Indiana 46802

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of
Thirty One Thousand, Two Hundred Ninety Three and 40/100-----Dollars (\$ 31,293.40),
 (Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns,
 jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated May 21, 1986
 entered into a contract with Owner for Resolution 86XP2, West Jefferson Blvd. Water Main Extension

in accordance with drawings and specifications prepared by _____

(Here insert full name, title and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed, the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which the legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 21st day of May A.D. 1986

ALL STAR CONSTRUCTION & EXCAVATING, INC. (Seal)
 (Principal)

BY: _____

(Title)

(Witness)

YASTE, ZENT & RYE AGENCY, INC. THE CONTINENTAL INSURANCE COMPANY (Seal)
 (Surety)

Carol J. Klunka
 (Witness)

Ronald R. Robinson
 Attorney-in-Fact (Title)

The Continental Insurance Company

180 Maiden Lane, New York, New York 10038

GENERAL POWER OF ATTORNEY

Know all men by these Presents, That THE CONTINENTAL INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint

Donald T. Belbutowski of Fort Wayne, Indiana

its true and lawful attorney, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

All Obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

Five Million (\$5,000,000) Dollars.

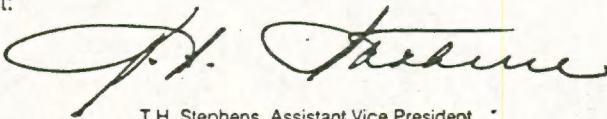
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 1st day of November, 1977:

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, THE CONTINENTAL INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 4th day of June, 1984.

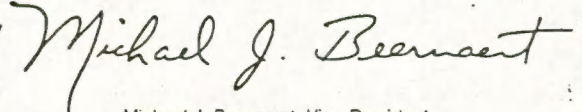
Attest:



T.H. Stephens, Assistant Vice President

THE CONTINENTAL INSURANCE COMPANY

By



Michael J. Beernaert, Vice-President

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

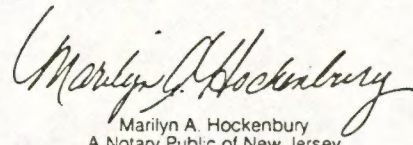
ss.:



On this 4th day of June, 1984, before me personally came Michael J. Beernaert, to me known, who being by me duly sworn, did depose and say that he is a Vice President of THE CONTINENTAL INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE



Marilyn A. Hockenbury
A Notary Public of New Jersey
My Commission Expires June 23, 1988

I, the undersigned, an Assistant Vice President of THE CONTINENTAL INSURANCE COMPANY, a New Hampshire corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at Piscataway, in the State of New Jersey. Dated the 21st day of May, 1986





James M. Keane, Assistant Vice President

MAY 14, 1986

W.O. # 63903

B.O. #

28-1

CCNT. NO. 86-KP-2

WEST JEFFERSON BLVD.

BIDDING TABULATION

CONTRACTOR

BIDDER'S AGENT

NEW-COLLISION AFFIDAVIT

FINANCIAL STATE

COMPLETION TIME

ITEM QUANTITY

DESCRIPTION

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U P EXTENSION

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TITLE OF ORDINANCE West Jefferson Blvd. Water Main Extension - Contract 86-XP-2DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Water Contract for West Jefferson Blvd. Water Main Extension
is for the furnishing of all materials, labor, equipment, tools, power, transportation,
miscellaneous equipment, etc., necessary to install 1,010+ L.F. of 12" water main on
West Jefferson Blvd., from Getz Road westward. All Star Construction & Excavating, Inc.
is the contractor.

EFFECT OF PASSAGE Improved water conditions at the above location.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$31,293.40.

ASSIGNED TO COMMITTEE _____

BILL NO. S-86-05-42

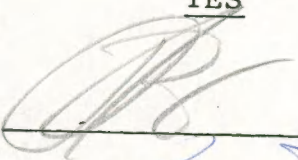
REPORT OF THE COMMITTEE ON CITY UTILITIES

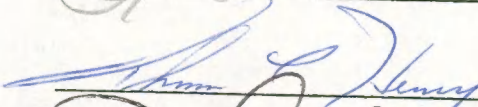
WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving West Jefferson
Blvd., Water Main Extension - Contract 86-XP-2, by and between the City
of Fort Wayne, Indiana and All Star Construction & Excavating, Inc.,
in connection with the Board of Public Works and Safety

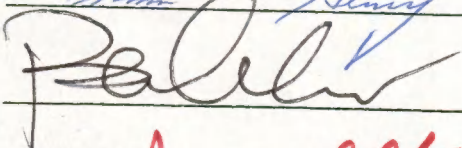
HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~)

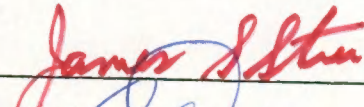
YES

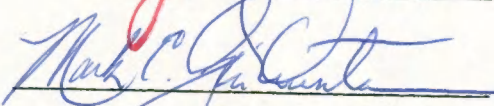
NO


PAUL M. BURNS
CHAIRMAN


THOMAS C. HENRY
VICE CHAIRMAN


BEN A. EISBART


JAMES S. STIER


MARK E. GIAQUINTA

CONCURRED IN 6-10-86

SANDRA E. KENNEDY
CITY CLERK